

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**MOHAMMAD REZA TAVOOSI MAHYARI,**

**Applicant**

v.

**WAL-MART STORES, INC.;  
WAL-MART ASSOCIATES, INC., AND  
WAL-MART STORES TEXAS, LLC**

**Respondent**

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**CIVIL ACTION NO. \_\_\_\_\_**

**APPLICATION TO CONFIRM ARBITRATION AWARD**

Pursuant to the Federal Arbitration Act, 9 U.S.C. § 9, Applicant, **MOHAMMAD REZA TAVOOSI MAHYARI** (“Reza Mahyari”), by and through the undersigned counsel, hereby applies to this Court for an Order (i) confirming, recognizing, and enforcing the final arbitration award (the “Award”) rendered by the arbitrator on June 4, 2021 in an arbitration (the “Arbitration”) between Applicant and Respondents **WAL-MART STORES, INC., WAL-MART ASSOCIATES, INC. and WAL-MART STORES TEXAS, LLC** (collectively referred to as “Respondent Wal-Mart”), and would show the Court as follows:

**I.  
PARTIES**

1. Reza Mahyari is an individual residing in Plano, Collin County, Texas and therefore, is a citizen of the State of Texas.

2. Wal-Mart Stores, Inc. is an entity incorporated under the laws of the state of Delaware with its principal place of business in Arkansas and may be served with process by serving its registered agent CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

3. Wal-Mart Associates, Inc. is an entity incorporated under the laws of the state of Delaware with its principal place of business in Arkansas and may be served with process by serving its registered agent CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

4. Wal-Mart Stores Texas, LLC is a limited-liability company organized under the laws of the state of Delaware, with its principal place of business in Arkansas. Wal-Mart Stores Texas, LLC may be served with process by serving its registered agent CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136. Further, the sole member (and the owners of its sole member) are all citizens of Delaware or Arkansas, as follows:

- a. Wal-Mart Stores Texas, LLC has one member, Wal-Mart Real Estate Business Trust, which is a statutory business trust organized under the laws of Delaware with its principal place of business in Arkansas.
- b. Wal-Mart Real Estate Business Trust is wholly owned by Wal-Mart Property Co., which is incorporated under the laws of the state of Delaware with its principal place of business in Arkansas.
- c. Wal-Mart Property Co. is wholly owned by Wal-Mart Stores East, LP, which is a limited partnership organized under the laws of the state of Delaware with its principal place of business in Arkansas.
- d. Wal-Mart Stores East, LP's general partner is WSE Management, LLC and its sole limited partner is WSE Investment, LLC. WSE Management, LLC and WSE Investment, LLC are both limited liability companies organized under the laws of the state of Delaware with their principal places of business in Arkansas.
- e. The sole member of WSE Management, LLC and WSE Investment, LLC is

Wal-Mart Stores East, LLC, which is a limited liability company organized under the laws of the state of Arkansas with its principal place of business in Arkansas.

- f. Wal-Mart Stores, Inc. is the sole owner of Wal-Mart Stores East, LLC. As noted above, Wal-Mart Stores, Inc. is incorporated in Delaware with its principal place of business in Arkansas.

## **II.**

### **JURISDICTION AND VENUE**

5. This Application is submitted under the Federal Arbitration Act (the “FAA”), 9 U.S.C. § 9, which provides for the enforcement of the arbitration award.

6. Complete diversity of citizenship exists under 28 U.S.C. § 1332 as set forth above, and the amount in controversy in this matter exceeds \$75,000.00.

7. Venue is proper in this district and division under 28 U.S.C. § 1391 because a substantial part of the events giving rise to the claim occurred in Dallas County and the parties’ arbitration agreement requires lawsuits seeking enforcement of an arbitration award to be brought in the U.S. District Court for the Northern District of Texas, Dallas Division.

## **III.**

### **SUMMARY OF THIS LAWSUIT**

8. This lawsuit seeks to confirm an arbitration award rendered against Respondent Wal-Mart. The arbitration concerned personal injuries sustained by Reza Mahyari on November 29, 2016, while he was an employee of Respondent Wal-Mart. Respondent Wal-Mart did not subscribe to worker’s compensation insurance in the State of Texas and was a “non-subscriber” under the Texas Labor Code. In place of worker’s compensation insurance, Respondent Wal-Mart adopted the Texas Injury Care Benefit Plan, which provided specific benefits for employees,

including payments for medical expenses and wage replacement in the event of injury, work-related illness, dismemberment or death. The Texas Injury Care Benefit Plan contained an arbitration agreement. A copy of the arbitration agreement is attached hereto.

9. Arbitration was held beginning on December 7, 2020 in Dallas, Texas.

10. The arbitrator found in Reza Mahyari's favor and awarded damages plus pre and post judgment interest, costs of court, and attorney's fees. Because the arbitration agreement requires that all decisions of the arbitrator will be kept confidential, Reza Mahyari will file a motion seeking leave to file the arbitrator's award and other decisions under seal.

11. Respondent Wal-Mart refused to comply with the arbitration award. Thus, pursuant to 9 U.S.C. § 9, Reza Mahyari now seeks to confirm the Award and render judgment in his favor and against Respondent Wal-Mart in the amount of the award, plus pre and post judgment interest and costs of court.

#### **IV. BACKGROUND FACTS**

12. Reza Mahyari was an employee of Respondent Wal-Mart at the relevant time and was employed at the Wal-Mart store located at 2041 Redbud Blvd, in McKinney, Texas.

13. On November 29, 2016, Reza Mahyari was injured on the job while working at the Wal-Mart store.

14. Respondent Wal-Mart did not subscribe to worker's compensation insurance in the State of Texas and was a "non-subscriber" under the Texas Labor Code. In place of worker's compensation insurance, Respondent Wal-Mart adopted the Texas Injury Care Benefit Plan which provided specific benefits for employees, including payments for medical expenses and wage replacement in the event of injury, work-related illness, dismemberment or death.

15. Respondent Wal-Mart's Texas Injury Care Benefit Plan contained an arbitration

agreement. Pursuant to the arbitration agreement, Reza Mahyari filed his petition with Judicial Workforce Arbitrations, Inc. on November 12, 2018. The parties agreed to arbitrate the case with Judge Jose Manuel Banales.

16. A one week arbitration was held in Dallas, Texas beginning on December 7, 2020.

17. On June 4, 2021, Judge Banales rendered his Findings of Fact, Conclusions of Law and Award. Pursuant to an Order Granting Claimant's Motion to Correct Findings of Fact, Conclusions of Law, and Award, the arbitrator issued a Corrected Award on June 30, 2021.

18. In his Award, Judge Banales awarded Reza Mahyari damages, plus pre and post judgment interest, costs of court, attorney's fees incurred in reducing the Award to final judgment, and expenses.

**V.**  
**CAUSE OF ACTION**

*A. Confirmation of Arbitration Award Against Respondent Wal-Mart*

19. Reza Mahyari incorporates the preceding paragraphs as if fully set forth herein.

20. Pursuant to the Federal Arbitration Act, 9 U.S.C. § 9, this Court "must grant such an order [enforcing an arbitration award] unless the award is vacated, modified, or corrected" upon application of a party.

21. Reza Mahyari hereby requests that this Court confirm the Award against Respondent Wal-Mart. This application is made timely under FAA and Texas law.

22. This Award is valid and enforceable against Respondent Wal-Mart. There are no grounds to vacate, modify or correct the Award.

23. Reza Mahyari hereby requests that this Court confirm the Award and enter judgment against Respondent Wal-Mart and in favor of Reza Mahyari in the amount of the award, plus pre and post judgment interest, costs of court, and such other relief as is allowed by law.

**VI.**  
**PRAYER**

**WHEREFORE, PREMISES CONSIDERED,** Applicant Reza Mahyari prays that this Court grant the following relief:

1. Confirm the Award and enter judgment against Respondent Wal-Mart in the amount of the award, along with
2. Pre and post judgment interest;
3. Costs of court;
4. Attorney's fees incurred in reducing the award to final judgment;
5. and for such other and further relief, at law or in equity, to which Applicant may be justly entitled.

Respectfully submitted,

*/s/ Todd H. Ramsey*

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